



SETTLEMENT AGREEMENT

THIS AGREEMENT is entered into by the United States Department of Agriculture, Animal and Plant Health Inspection Service ("APHIS"), and Shauna Engelken, with reference to the following facts:

1. At all times mentioned herein, Shauna Engelken operated as a Dealer under the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) (the "AWA") at the facility located at 742 168th Road, Seneca, KS 66538.
2. APHIS has documented evidence of Shauna Engelken's non-compliance with the AWA and the regulations promulgated thereunder (9 C.F.R. § 1.1 *et seq.*), and specifically, has documented evidence of Shauna Engelken's failure to have a responsible adult available to accompany APHIS officials during an inspection of her facilities; to dispose of expired medications and provide adequate veterinary care; properly maintain records of where dogs were acquired and their identification, and; maintain housing facilities in a manner as to ensure the safety, health, and well-being of the animals as required by the AWA regulations and AWA standards for the humane handling and treatment of animals (9 C.F.R. §§ 2.40(b), 2.75, 2.126, 3.1-3.11).
3. APHIS has not instituted an administrative enforcement action based on the findings described above in paragraph 2.
4. APHIS and Shauna Engelken have determined to settle the issues related to the potential violations of the AWA and the regulations and standards issued thereunder, as described above.

NOW, THEREFORE, it is agreed as follows:

5. Shauna Engelken admits that the Secretary has jurisdiction in this matter, and waives oral hearing and further procedure.

6. Shauna Engelken consents and agrees to the following:

An Equal Opportunity Provider and Employer

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a. Shauna Engelken agrees to sell, donate, and/or transfer ownership and possession of any dogs on her premises, regardless of ownership, within twelve (12) weeks from the date Shauna Engelken signs this Settlement Agreement.

b. Animal Care will, upon written request, grant a one-time exemption from the licensing requirements for the transfer, movement, and/or sale of any dogs that Shauna Engelken holds at the time Shauna Engelken signs this Settlement Agreement, to include the transportation of dogs that are less than eight (8) weeks of age.

c. Animal Care will, upon written request, grant an exemption for Shauna Engelken to retain a reasonable number of dogs that are maintained for her own personal use and enjoyment, provided that the laws of the jurisdiction where Shauna Engelken lives allow her to keep the animals.

d. At a time that is mutually agreeable to both parties, Animal Care shall take an inventory of the animals currently present at Shauna Engelken's facility to determine her existing inventory of animals, and Animal Care shall take a second inventory of the animals present at Shauna Engelken's facility within twelve (12) weeks from the date Shauna Engelken signs this Settlement Agreement to verify compliance with paragraph (a) above. Shauna Engelken shall not unreasonably withhold her consent to a time and date for Animal Care to conduct the inventories. Shauna Engelken shall document all sales, donations, and transfers of ownership and provide copies of those documents to Animal Care within twelve (12) weeks from the date Shauna Engelken signs this Settlement Agreement.



United States Department of Agriculture
Animal and Plant Health Inspection Service
Investigative and Enforcement Services

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e. As of the date Shauna Engelken signs this Settlement Agreement, AWA license 48-A-1496 is hereby revoked.

f. Shauna Engelken and any partnerships, firms, corporations or other legal entities that she controls or in which she has a substantial interest, financial or otherwise, are permanently disqualified from (a) obtaining an Animal Welfare Act license, and (b) engaging in activities governed by the Animal Welfare Act (7 U.S.C. § 2131 *et seq.*) and regulations issued thereunder (9 C.F.R. § 1.1 *et seq.*), either directly or indirectly, on or off 742 168th Road, Seneca, KS 66538.

7. Shauna Engelken consents and agrees that his/her/its failure to comply with the terms of this Settlement Agreement shall automatically void paragraph 8 below, and that APHIS shall have the right to immediately institute enforcement proceedings against Shauna Engelken based upon the non-compliant items documented at 742 168th Road, Seneca, KS 66538, in connection with animal welfare investigation KS130027-AC, and any future violations, and to pursue any and all remedies available to APHIS under the AWA.

8. For and in consideration of Shauna Engelken's agreements and actions described in paragraph 6 above, and the promises and admissions of Shauna Engelken set forth herein, APHIS agrees not to institute an administrative or civil enforcement action against Shauna Engelken in connection with the alleged AWA violations documented in animal welfare investigation KS130027-AC.

APHIS and Shauna Engelken warrant and represent that their respective representatives, whose signatures appear below, have the authority to execute this Settlement Agreement and to bind each of the parties, respectively, to this Settlement Agreement.



Shauna Engelken

Signature: _____

Date: _____

9/3/13

U.S. DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE

Signature: _____

Date: _____

9/10/2013

Bernadette
Director

Investigative and Enforcement Services
Animal and Plant Health Inspection Service
United States Department of Agriculture